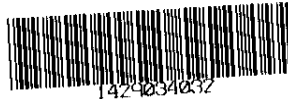


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Doc#: 1429034032 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/17/2014 09:56 AM Pg: 1 of 10

PREPARED BY AND WHEN RECORDED

RETURN TO:

Steven L. Ritt, Esq.
Michael Best & Friedrich LLP
P.O. Box 1806
Madison, WI 53701-1806

MEMORANDUM OF THIRD AMENDMENT TO PCS SITE AGREEMENT
(BUN 875564)

This Memorandum of Third Amendment to PCS Site Agreement (the "Memorandum") is made and entered into as of the 30th day of June, 2014, by and between STC TWO LLC, a Delaware limited liability company, by Global Signal Acquisitions III LLC, a Delaware limited liability company, its Attorney in Fact, the successor-in-interest to SprintCom, Inc. (the "Tenant") and RAND ROAD PROPERTY, INC., an Illinois corporation, the successor-in-interest to Raymond E. Syverson and Ann L. Syverson (the "Landlord").

RECITALS

WHEREAS, Landlord is the fee owner of the real property commonly known as 2301 North Rand Road, Palatine, Cook County, Illinois and legally described as set forth on the attached Exhibit A (the "Parent Parcel"), a portion of which is leased to Tenant ("Existing Lease Area") whereas same is described and depicted as "Existing Lease Area" in Exhibit A) under and pursuant to that certain PCS Site Agreement dated August 28, 1997 (the "Original Agreement"), as amended by (i) that certain First Amendment to PCS Site Agreement dated March 2, 2012 (the "First Amendment"); (ii) that certain Second Amendment to PCS Site Agreement dated June 26, 2013 (the "Second Amendment"); and (iii) that certain Third Amendment to PCS Site Agreement dated June 30, 2014 ("Third Amendment", which together with the Original Agreement, the First Amendment and Second Amendment shall be referred to herein as the "Agreement");

WHEREAS, the parties previously recorded (i) memorandum evidencing the Original Agreement with the Cook County Recorder on August 28, 1997 as Document No. 985004021; (ii) a memorandum evidencing the First Amendment with the Cook County Recorder on December 11, 2012 as Document No. 1234657291; and (iii) memorandum evidencing the Second Amendment with the Cook County Recorder on July 10, 2013 as Document No. 1319139011 (together, the "Prior Recordings"); and

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WHEREAS, pursuant to the Third Amendment, Landlord and Tenant have agreed to amend the location of the Relocated Utility Easement Area as initially granted under the Second Amendment; and

WHEREAS, Landlord and Tenant desire to record this Memorandum to supplement the Prior Recordings and to place of record a memorial of certain terms and conditions of the Third Amendment as provided below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby state the following:

1. Landlord and Tenant state and affirm that the Existing Lease Area, the Relocated Access Easement and the Cell Tower Expansion Area described in the Prior Recordings are that which are depicted on the Plat of Survey attached hereto as **Exhibit A** as the "Existing Lease Area", the "Relocated Access Easement" and the "Cell Tower Expansion Area" respectively.
2. The Landlord and Tenant hereby acknowledge and agree that when the utility improvements serving the Tenant's Existing Lease Area were relocated, portions of the utility improvements were installed outside of the Relocated Utility Easement Area as granted under the Second Amendment. In consideration thereof, Landlord and Tenant hereby amend the Relocated Utility Easement Area to be as legally described and depicted in **Exhibit A** attached hereto ("Amended Relocated Utility Easement Area").
3. All terms, covenants, and conditions of the Agreement, as modified and amended by the terms, covenants and conditions set forth in the Third Amendment, are hereby incorporated, ratified and confirmed and shall be and remain in full force and effect. Further, Landlord and Tenant certify that there are no current defaults or breaches under the Agreement as amended by the Third Amendment, and Landlord and Tenant are not aware of any events which have occurred which, with the passage of time or service of notice, or both, would constitute a defect. Landlord and Tenant certify that each have the full right to execute and deliver this Memorandum. All capitalized terms not defined herein shall have the meanings given such terms in the Agreement. The Recitals hereinabove are true and correct and are incorporated herein by this reference. All exhibits and attachments to this Memorandum are hereby incorporated herein by reference and made a part of this Memorandum. This Memorandum may be executed in counterparts, each of which shall constitute an original instrument.

[SIGNATURES ON NEXT PAGE FOLLOWING]

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Third Amendment to PCS Site Agreement as of the day and year first above written.

TENANT:

STC TWO LLC,
a Delaware limited liability company

By: Global Signal Acquisitions III LLC,
a Delaware limited liability company.
its Attorney-in-Fact

By: Mary Crowl
Name: Mary Crowl
Title: District MGR

STATE OF IL)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mary Crowl, the District Manager of Global Signal Acquisitions III LLC, the attorney-in-fact of STC Two LLC (the "Company") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and the free and voluntary act of the Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 18th day of September, 2014.



Michele Castillo
Notary Public

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LANDLORD:

RAND ROAD PROPERTY, INC.,
an Illinois corporation

By: [Signature]
Name: Michael Stilwell
Title: VICE PRESIDENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of Rand Road Property Inc. ("Company") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and the free and voluntary act of the Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 16 day of SEPT, 2014.

[Signature]

Notary Public



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ACKNOWLEDGMENT AND CONSENT OF MORTGAGEE


The undersigned, BMW Financial Services NA, LLC, a Delaware limited liability company ("Bank"), as the holder of a mortgage and other security instruments affecting the real estate described as the Parent Parcel within the Memorandum of Third Amendment to PCS Site Agreement to which this Acknowledgment and Consent is attached, does hereby consent to the grant of easement rights to the Amended Relocated Utility Easement Area as described herein and acknowledges and agrees that the terms and conditions of that certain Subordination, Nondisturbance and Attornment Agreement dated as of June 26, 2013 and recorded on July 10, 2013 as Document Number 1319139012 in the Cook County Recorder of Deeds office shall apply to the easement rights granted herein.

This Acknowledgment and Consent is made effective as of the 30th day of June, 2014.

BANK:

BMW FINANCIAL SERVICES NA, LLC,
a Delaware limited liability company

By: 
 Name: Patrick Sullivan
 Title: GM, Commercial Finance
BMW Group Financial Services

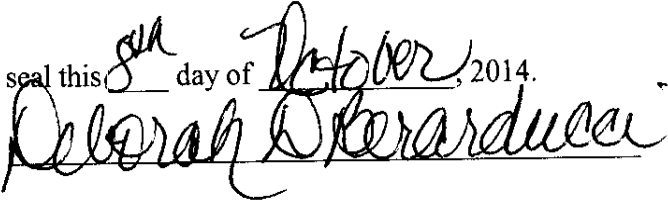
By: 
 Name: Alex Calcasola
 Title: Commercial Finance Services Manager
BMW Financial Services NA, LLC

STATE OF OHIO)
)
 COUNTY OF FRANKLIN) SS.

As Deputy for Scott Scrogan

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that PAT SULLIVAN and ALEX CALCASOLA the GM COMMERCIAL FINANCE and Commercial Finance Manager BMW Financial Services NA, LLC ("Company") personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and the free and voluntary act of the Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 30th day of October, 2014.



Notary Public



DEBORAH D. BERARDUCCI
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES 1-10-2015

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EXHIBIT A Legal Descriptions

Parent Parcel:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF RAND ROAD WITH THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 2, SAID POINT OF INTERSECTION BEING 16.12 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 2; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF RAND ROAD, 454 FEET TO A POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE CENTER LINE 50 FEET; THENCE NORTHEASTERLY IN A STRAIGHT LINE 559.30 FEET TO A POINT IN THE NORTH LINE OF SAID SECTION 2 THAT IS 752.68 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2; THENCE WEST ALONG THE NORTH LINE OF SECTION 2 AFORESAID 72.97 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE 506.15 FEET TO THE POINT OF BEGINNING, (EXCEPT THE SOUTHWESTERLY 50 FEET THEREOF AND EXCEPT THAT PART FALLING WITHIN THE NORTH 60 FEET OF SECTION), IN COOK COUNTY, ILLINOIS.

ADDRESS: 2301 N. RAND ROAD, PALATINE, ILLINOIS

P.I.N: 02-02-102-006-0000

Existing Lease Area (as described and depicted on the attached Easement Exhibit as the "Existing Lease Area"):

THAT PART OF LOT 1 IN THE PATRICK HYUNDAI SUBDIVISION, BEING A SUBDIVISION OF THE PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 2013 AS DOCUMENT NUMBER 1315719085, DESCRIBED AS FOLLOW:

COMMENCING AT THE NORTHERN MOST NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE SOUTH LINE OF LAKE-COOK ROAD; THENCE SOUTH 89 DEGREES 58 MINUTES 13 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 416.27 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 47 SECONDS WEST, PERPENDICULAR TO SAID NORTH LINE, 46.75 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHERN MOST CORNER OF LEASE PREMISES PER DOCUMENTS 97906435, 98504021, 99480646; THENCE SOUTH 39 DEGREES 43 MINUTES 56 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID LEASE PREMISES, 18.73 FEET; THENCE SOUTH 50 DEGREES 16 MINUTES 05 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID LEASE PREMISES, 25.00 FEET; THENCE NORTH 39 DEGREES 43 MINUTES 56 SECONDS WEST, ALONG THE SOUTH WEST LINE OF SAID LEASE PREMISES, 18.73 FEET; THENCE NORTH 50 DEGREES 16 MINUTES 05 SECONDS EAST, ALONG THE NORTHWEST

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LINE OF SAID LEASE PREMISES, 25.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Being the same real property described as the "Leased Premises Legal Description" on that certain Plat of Easements recorded December 3, 1997 as Document Number 97906435 and that certain Plat of Easements recorded May 18, 1999 as Document Number 99480646.

Relocated Access Easement (as described and depicted on the attached Easement Exhibit as the "Relocated Access Easement"):

THAT PART OF LOT 1 IN THE PATRICK HYUNDAI SUBDIVISION, BEING A SUBDIVISION OF THE PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 2013 AS DOCUMENT NUMBER 1315719085, DESCRIBED AS FOLLOW:

COMMENCING AT THE NORTHERN MOST NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE SOUTH LINE OF LAKE-COOK ROAD; THENCE SOUTH 89 DEGREES 58 MINUTES 13 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 610.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 13 SECONDS EAST, ALONG SAID NORTH LINE, FOR THIS AND (THE NEXT 2 COURSES), 24.28 FEET; (1) THENCE SOUTH 00 DEGREES 01 MINUTES 47 SECONDS WEST 10.00 FEET; (2) THENCE SOUTH 89 DEGREES 58 MINUTES 13 SECONDS EAST 16.52 FEET; THENCE SOUTH 10 DEGREES 22 MINUTES 05 SECONDS WEST 22.07 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 247.80 FEET; THENCE SOUTH 13 DEGREES 33 MINUTES 08 SECONDS WEST 29.44 FEET; THENCE NORTH 43 DEGREES 15 MINUTES 37 SECONDS WEST 296.19 FEET; THENCE SOUTH 46 DEGREES 44 MINUTES 23 SECONDS WEST 32.98 FEET; THENCE NORTH 43 DEGREES 15 MINUTES 37 SECONDS WEST 32.37 FEET TO A POINT ON THE SOUTHWESTERLY EXTENSION OF THE SOUTHEAST LINE OF THE LEASE PREMISES PER DOCUMENTS 97906435, 93504021, 99480646; THENCE NORTH 50 DEGREES 16 MINUTES 05 SECONDS EAST, ALONG LAST DESCRIBED LINE AND ITS NORTHEASTERLY EXTENSION, 57.09 FEET; THENCE SOUTH 43 DEGREES 15 MINUTES 37 SECONDS EAST 264.81 FEET; THENCE NORTH 46 DEGREES 44 MINUTES 23 SECONDS EAST 7.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 205.97 FEET; THENCE NORTH 17 DEGREES 57 MINUTES 03 SECONDS WEST 38.35 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

Cell Tower Expansion Area (as described and depicted on the attached Easement Exhibit as the "Cell Tower Expansion Area"):

THAT PART OF LOT 1 IN THE PATRICK HYUNDAI SUBDIVISION, BEING A SUBDIVISION OF THE PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 2013 AS DOCUMENT NUMBER 1315719085, DESCRIBED AS FOLLOW:

COMMENCING AT THE NORTHERN MOST NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE SOUTH LINE OF LAKE-COOK ROAD; THENCE SOUTH 89 DEGREES 58 MINUTES 13 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 436.82 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 47 SECONDS WEST, PERPENDICULAR TO SAID NORTH LINE, 55.74 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46 DEGREES 44 MINUTES 23 SECONDS WEST 57.46 FEET; THENCE NORTH 43 DEGREES 15 MINUTES 37 SECONDS WEST 41.31 FEET; THENCE NORTH 72 DEGREES 51

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MINUTES 39 SECONDS EAST 46.99 FEET; THENCE NORTH 51 DEGREES 13 MINUTES 43 SECONDS EAST 6.00 FEET; THENCE SOUTH 40 DEGREES 57 MINUTES 11 SECONDS EAST 2.95 FEET; THENCE SOUTH 71 DEGREES 54 MINUTES 39 SECONDS EAST 19.61 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

Amended Relocated Utility Easement (as described and depicted on the attached Easement Exhibit as the "Relocated Utility Easement"):

THAT PART OF LOT 1 IN THE PATRICK HYUNDAI SUBDIVISION, BEING A SUBDIVISION OF THE PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 2013 AS DOCUMENT NUMBER 1315719085, DESCRIBED AS FOLLOW:

COMMENCING AT THE NORTHERN MOST NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE SOUTH LINE OF LAKE-COOK ROAD; THENCE SOUTH 89 DEGREES 58 MINUTES 13 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 188.91 FEET; THENCE SOUTH 09 DEGREES 01 MINUTES 47 SECONDS WEST, PERPENDICULAR TO SAID NORTH LINE, 35.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 85 DEGREES 11 MINUTES 52 SECONDS EAST 40.17 FEET; THENCE NORTH 86 DEGREES 55 MINUTES 16 SECONDS EAST 73.45 FEET; THENCE SOUTH 84 DEGREES 29 MINUTES 19 SECONDS EAST 67.65 FEET; THENCE NORTH 86 DEGREES 40 MINUTES 45 SECONDS EAST 50.07 FEET; THENCE SOUTH 03 DEGREES 19 MINUTES 15 SECONDS EAST 5.00 FEET; THENCE SOUTH 86 DEGREES 40 MINUTES 45 SECONDS WEST 8.98 FEET; THENCE SOUTH 34 DEGREES 00 MINUTES 35 SECONDS EAST 5.33 FEET, TO A POINT ON THE NORTHWEST LINE OF THE LEASE PREMISES PER DOCUMENTS 97906435, 98504021, 99480646; THENCE SOUTH 50 DEGREES 16 MINUTES 05 SECONDS WEST, ALONG SAID NORTHWEST LINE 5.03 FEET; THENCE NORTH 34 DEGREES 00 MINUTES 35 SECONDS WEST 8.80 FEET; THENCE SOUTH 86 DEGREES 40 MINUTES 45 SECONDS WEST 35.66 FEET; THENCE NORTH 84 DEGREES 29 MINUTES 19 SECONDS WEST 67.66 FEET; THENCE SOUTH 86 DEGREES 55 MINUTES 16 SECONDS WEST 73.42 FEET; THENCE NORTH 85 DEGREES 11 MINUTES 52 SECONDS WEST 39.71 FEET; THENCE SOUTH 76 DEGREES 21 MINUTES 41 SECONDS WEST 27.67 FEET; THENCE SOUTH 47 DEGREES 04 MINUTES 34 SECONDS WEST 51.29 FEET; THENCE SOUTH 54 DEGREES 14 MINUTES 12 SECONDS WEST 13.79 FEET; THENCE SOUTH 45 DEGREES 31 MINUTES 51 SECONDS WEST 15.61 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 54 SECONDS EAST 74.76 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF THE 10 FOOT PUBLIC UTILITY EASEMENT GRANTED PER SAID PATRICK HYUNDAI SUBDIVISION; THENCE NORTH 43 DEGREES 15 MINUTES 37 SECONDS WEST, ALONG SAID NORTHEASTERLY LINE 7.42 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 54 SECONDS WEST 74.95 FEET; THENCE SOUTH 87 DEGREES 47 MINUTES 09 SECONDS WEST 80.26 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 1, SAID LINE ALSO BEING THE NORTHEASTERLY LINE OF RAND ROAD; THENCE NORTH 43 DEGREES 15 MINUTES 37 SECONDS WEST, ALONG LAST DESCRIBED LINE, 6.63 FEET; THENCE NORTH 87 DEGREES 47 MINUTES 09 SECONDS EAST 93.90 FEET; THENCE NORTH 45 DEGREES 31 MINUTES 51 SECONDS EAST 5.47 FEET; THENCE NORTH 54 DEGREES 14 MINUTES 12 SECONDS EAST 13.86 FEET; THENCE NORTH 47 DEGREES 04

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MINUTES 34 SECONDS EAST 52.29 FEET; THENCE NORTH 76 DEGREES 21 MINUTES 41 SECONDS EAST 29.79 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(Copy of Easement Exhibit Attached)

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EASEMENT EXHIBIT

